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SOLICITATION, OFFER AND AWARD

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1. This contract is a rated order under DPAS (15 CFR 700) RATING:

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2. CONTRACT NO.

3. SOLICITATION NO.

73-M-APHIS-01

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4. TYPE OF SOLICITATION

☐ SEALED BID (IFB)

☒ NEGOTIATED (RFP)

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5. DATE ISSUED

08/28/01

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6. REQUISITION/PURCHASE NO.

APPQPBPH-0001-1

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7. ISSUED BY CODE: 6395

USDA, MRP-BS Contracting  
Butler Square, Fifth Floor  
100 North Sixth Street  
Mpls., MN 55403

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8. ADDRESS OFFER TO  
(If other than Item 7)

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NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder".

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SOLICITATION

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9. Sealed offers in original and 0 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in the Contracting Section (address in block 7), until 2:30pm local time on 9/06/01.

CAUTION--LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

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10. FOR INFORMATION CALL: A. NAME:  
José-Luis Gallagher

---

B. TELEPHONE NO.  
(Include Area Code)  
(NO COLLECT CALLS)  
(612)370-2226

---

C. E-MAIL ADDRESS  
jose.l.gallagher@usda.gov

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EXCEPTION TO STANDARD FORM 33 (REV.9-97)

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Prescribed by GSA  
FAR (48 CFR 53.214(c))

# SOLICITATION, OFFER AND AWARD

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provision at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)

|                  |                  |                  |                    |
|------------------|------------------|------------------|--------------------|
| 10 CALENDAR DAYS | 20 CALENDAR DAYS | 30 CALENDAR DAYS | ____ CALENDAR DAYS |
| _____ %          | _____ %          | _____ %          | _____ %            |

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:

| AMENDMENT NO. | DATE  | AMENDMENT NO. | DATE  |
|---------------|-------|---------------|-------|
| _____         | _____ | _____         | _____ |
| _____         | _____ | _____         | _____ |
| _____         | _____ | _____         | _____ |

EXCEPTION TO STANDARD FORM 33 (REV. 9-97)

## SOLICITATION, OFFER AND AWARD

|   |              |                  |   |
|---|--------------|------------------|---|
| 15A. NAME AND ADDRESS OF OFFEROR  | CODE   _____ | FACILITY   _____ | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN (Type or Print) |
| DUNS: _____ TIN: _____  |              |                  |   |
| 15B. TELEPHONE NO. (Include Area Code)  |              |                  | 17. SIGNATURE   |
| 15C. [ ] CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE |              |                  | 18. OFFER DATE  |

AWARD (To be completed by Government)

|   |   |   |
|---|---|---|
| 19. ACCEPTED AS TO ITEMS NUMBERED   | 20. AMOUNT  | 21. ACCOUNTING AND APPROPRIATION  |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br>[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( ) |   |   |
| 23. SUBMIT INVOICES TO ADDRESS SHOWN IN --> (1 Copies unless otherwise specified)                                 |   | ITEM 25   |
| 24. ADMINISTERED BY (If other than Item 7)  | CODE   _____  | 25. PAYMENT WILL BE MADE BY CODE   _____  <br>USDA, MRP-BS Payments Team<br>Butler Square, Fifth Floor<br>100 North Sixth Street<br>Mpls., MN 55403 |
| 26. NAME OF CONTRACTING OFFICER (Type or Print)   | 27. UNITED STATE OF AMERICA<br>Signature of Contracting Officer | 28. AWARD DATE  |

IMPORTANT - Award will be made on this Form, or on Standard Form 26,  
or by other authorized official written notice.

EXCEPTION TO STANDARD FORM 33

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## PART I - THE SCHEDULE

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

**B.1 Schedule of Items**

| <u>Item No.</u> | <u>Description</u> | <u>Qty.</u> | <u>Unit Price (Each)</u> | <u>Total Price</u> |
|-----------------|--------------------|-------------|--------------------------|--------------------|
| 1               | Cutout Racks       | 89          | \$_____                  | \$_____            |
| 2               | Delivery           | 89          | \$_____                  | \$_____            |

## SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 AGAR 452.211-73 ATTACHMENTS TO STATEMENT OF WORK/SPECIFICATIONS (FEB 1988)

The attachments to the Statement of Work/Specifications listed in Section J are hereby made part of this solicitation and any resultant contract.

## C.2 STATEMENT OF WORK

DESCRIPTION: Per sample, cart is 79" high, 40-1/2" wide, and 50-3/4" long. Cart is constructed of 1-inch square T304 stainless steel tube, 0.065 wall, with 5-inch corrosion resistant casters, load capacity 300 pounds per caster. Each cart will have 4 levels with trays. Trays are constructed of 18 gauge T304 stainless steel hinged on two sides of each tray with no fasteners. Hinges are stainless steel and hinged from the outside. Each tray is 2 inches high and supported by four 1 inch square tubes. Hanger rails are 24 gauge T304 stainless steel. There are 20 hangers over each tray, each hanger consisting of two rails.

- \*Stainless steel continuous hinge .040 open, width 1"
- \*Corrosion resistant swivel casters 5" x 1-1/2" capacity 300#
- \*Hinged tray cannot have a gap larger than .010

CONDITIONS: One complete cart must be submitted for inspection and approval prior to beginning work on the remaining carts. (See FIRST ARTICLE TESTING, Page 13)

## SECTION E - INSPECTION AND ACCEPTANCE

## E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER    | TITLE                       | DATE     |
|-----------|-----------------------------|----------|
| 52.246-2  | INSPECTION OF SUPPLIES      | AUG 1996 |
|           | - FIXED-PRICE               |          |
| 52.246-16 | RESPONSIBILITY FOR SUPPLIES | APR 1984 |

E.2 AGAR 452.246-70 INSPECTION AND ACCEPTANCE  
(FEB 1988)

(a) The Contracting Officer or the Contracting Officer's duly authorized representative will inspect and accept the supplies and/or services to be provided under this contract.

(b) Inspection and acceptance will be performed at:

USDA, APHIS, PPQ, PBWRF  
3645 East Chipman Road  
Phoenix, Arizona  
85040-2927



## SECTION F - DELIVERIES OR PERFORMANCE

## F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov/far

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER    | TITLE              | DATE     |
|-----------|--------------------|----------|
| 52.242-15 | STOP-WORK ORDER    | AUG 1989 |
| 52.247-34 | F.O.B. DESTINATION | NOV 1991 |

## F.2 AGAR 452.211-74 PERIOD OF PERFORMANCE (FEB 1988)

The period of performance of this contract is from date of award through 120 days after date of award.

## F.3 AGAR 452.247-70 DELIVERY LOCATION (FEB 1988)

Shipment of deliverable items, other than reports, shall be to:

USDA APHIS PPQ PBWRF  
3645 East Chipman Road  
Phoenix, Arizona  
85040-2927

## SECTION G - CONTRACT ADMINISTRATION DATA

## G.1 CONTRACTING OFFICER'S REPRESENTATIVE

The Contracting Officer will designate the individuals(s) as the Contracting Officer's Representative (COR) and or the Contracting Officer's Technical Representative (COTR).

The COR is responsible for administering the performance of work under this contract. In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of this contract be effective binding upon the Government unless a written modification is executed by the Contracting Officer.

The Contracting Officer shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract. On all matters that pertain to contract terms and conditions, the Contractor shall communicate with the Contracting Officer.

Whenever, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor should so advise the COR. If the COR persists and there still exists a disagreement as to proper contractual coverage, the Contracting Officer should be notified immediately in writing if time permits. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

## G.2 CONTRACT ADMINISTRATOR

The Contract Administrator (CA) shall represent the Contracting Officer (CO) on administrative matters.

The CA is responsible for administering the performance of work under this contract and shall be the first contact on matters pertaining to contract terms and conditions, changes, modifications, or other matters that may occur during the life of the contract. The CA shall be informed as soon as possible of any actions or inactions by the Contractor or the Government which will change the required delivery or completion times stated in the contract.

In no event, will any understanding, agreement, modification, change order, or other matter deviating from the terms of the contract be effective or binding upon the Government unless a written modification is executed by a Contracting Officer. Proceeding with work without proper contractual coverage could result in nonpayment or necessitate submittal of a contract claim.

## PART II - CONTRACT CLAUSES

## SECTION I - CONTRACT CLAUSES

## I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

[www.arnet.gov/far](http://www.arnet.gov/far)

## I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
| 52.202-1  | DEFINITIONS   | MAY 2001 |
| 52.203-3  | GRATUITIES  | APR 1984 |
| 52.203-6  | RESTRICTIONS ON SUBCONTRACTOR<br>SALES TO THE GOVERNMENT<br>Alternate I (OCT 1995)  | JUL 1995 |
| 52.203-8  | CANCELLATION, RESCISSION, AND<br>RECOVERY OF FUNDS FOR ILLEGAL OR<br>IMPROPER ACTIVITY  | JAN 1997 |
| 52.203-10 | PRICE OR FEE ADJUSTMENT FOR<br>ILLEGAL OR IMPROPER ACTIVITY   | JAN 1997 |
| 52.203-12 | LIMITATION ON PAYMENTS TO<br>INFLUENCE CERTAIN FEDERAL<br>TRANSACTIONS  | JUN 1997 |
| 52.204-4  | PRINTED/COPIED DOUBLE-SIDED ON<br>RECYCLED PAPER  | AUG 2000 |
| 52.209-6  | PROTECTING THE GOVERNMENT'S<br>INTEREST WHEN SUBCONTRACTING WITH<br>CONTRACTORS DEBARRED, SUSPENDED,<br>OR PROPOSED FOR DEBARMENT | JUL 1995 |
| 52.212-4  | CONTRACT TERMS AND CONDITIONS--<br>COMMERCIAL ITEMS   | MAY 2001 |
| 52.215-2  | AUDIT AND RECORDS--NEGOTIATION  | JUN 1999 |
| 52.215-8  | ORDER OF PRECEDENCE--UNIFORM<br>CONTRACT FORMAT   | OCT 1997 |
| 52.215-14 | INTEGRITY OF UNIT PRICES  | OCT 1997 |
| 52.219-6  | NOTICE OF TOTAL SMALL BUSINESS<br>SET-ASIDE   | JUL 1996 |
| 52.219-8  | UTILIZATION OF SMALL BUSINESS<br>CONCERNS   | OCT 2000 |
| 52.219-14 | LIMITATIONS ON SUBCONTRACTING   | DEC 1996 |
| 52.222-3  | CONVICT LABOR   | AUG 1996 |

## I.1 (Continued)

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
| 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES  | FEB 1999 |
| 52.222-26 | EQUAL OPPORTUNITY   | FEB 1999 |
| 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA                              | APR 1998 |
| 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES  | JUN 1998 |
| 52.222-37 | EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA                               | JAN 1999 |
| 52.223-6  | DRUG-FREE WORKPLACE   | MAY 2001 |
| 52.225-3  | BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF PAYMENTS PROGRAM | FEB 2000 |
| 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES   | JUL 2000 |
| 52.227-1  | AUTHORIZATION AND CONSENT   | JUL 1995 |
| 52.227-2  | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT                                     | AUG 1996 |
| 52.229-3  | FEDERAL, STATE, AND LOCAL TAXES   | JAN 1991 |
| 52.229-5  | TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO  | APR 1984 |
| 52.232-17 | INTEREST  | JUN 1996 |
| 52.232-23 | ASSIGNMENT OF CLAIMS  | JAN 1986 |
| 52.232-25 | PROMPT PAYMENT  | MAY 2001 |
| 52.232-34 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION                      | MAY 1999 |

I.2 TERMS FOR FINANCING OF PURCHASES OF COMMERCIAL ITEMS  
(OCT 1995)

- (a) Contractor entitlement to financing payments. The Contractor may request, and the Government shall pay, a contract financing payment as specified elsewhere in this contract when: the payment requested is properly due in accordance with this contract; the supplies deliverable or services due under the contract will be delivered or performed in accordance with the contract; and there has been no impairment or diminution of the Government's security under this contract.
- (b) Special terms regarding termination for cause. If this contract is terminated for cause, the Contractor shall, on demand, repay to the Government the amount of unliquidated contract financing payments. The Government shall be liable for no payment except as provided by the Termination for Cause paragraph of the clause at 52.212-4, Contract Terms and Conditions--Commercial Items.
- (c) Security for Government financing. In the event the Contractor fails to provide adequate security, as required in this contract, no financing payment shall be made under this contract. Upon receipt of adequate security, financing

## I.2 (Continued)

payments shall be made, including all previous payments to which the Contractor is entitled, in accordance with the terms of the provisions for contract financing. If at any time the Contracting Officer determines that the security provided by the Contractor is insufficient, the Contractor shall promptly provide such additional security as the Contracting Officer determines necessary. In the event the Contractor fails to provide such additional security, the Contracting Officer may collect or liquidate such security that has been provided and suspend further payments to the Contractor; and the Contractor shall repay to the Government the amount of unliquidated financing payments as the Contracting Officer at his sole discretion deems repayable.

- (d) Reservation of rights. (1) No payments or other action by the Government under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.
  - (2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.
- (e) Content of Contractor's request for financing payment. The Contractor's request for financing payment shall contain the following:
  - (1) The name and address of the Contractor;
  - (2) The date of the request for financing payment;
  - (3) The contract number and/or other identifier of the contract or order under which the request is made; and
  - (4) An appropriately itemized and totaled statement of the financing payments requested and such other information as is necessary for computation of the payment, prepared in accordance with the direction of the Contracting Officer.
- (f) Limitation on frequency of financing payments. Contractor financing payments shall be provided no more frequently than monthly.
- (g) In the event of any conflict between the terms proposed by the offeror in response to an invitation to propose financing terms (52.232-31) and the terms in this clause, the terms of

## I.2 (Continued)

|                           |  |          |
|---------------------------|--|----------|
| this clause shall govern. |  |          |
| 52.232-30                 | INSTALLMENT PAYMENTS FOR<br>COMMERCIAL ITEMS                   | OCT 1995 |
| 52.233-1                  | DISPUTES   | DEC 1998 |
| 52.233-3                  | PROTEST AFTER AWARD  | AUG 1996 |
| 52.242-13                 | BANKRUPTCY   | JUL 1995 |
| 52.243-1                  | CHANGES - FIXED-PRICE  | AUG 1987 |
| 52.249-2                  | TERMINATION FOR CONVENIENCE<br>OF THE GOVERNMENT (FIXED-PRICE) | SEP 1996 |
| 52.249-8                  | DEFAULT (FIXED-PRICE SUPPLY<br>AND SERVICE)                    | APR 1984 |
| 52.253-1                  | COMPUTER GENERATED FORMS                                       | JAN 1991 |

## I.3 52.209-4 First Article Approval--Government Testing (Sep 1989)

(a) The Contractor shall deliver 1 unit of Item 1 within 3 weeks from the date of this contract to the Government at:

USDA, APHIS, PPQ, PBWRF,  
3645 East Chipman Road  
Phoenix, Arizona  
85040-2927

for first article tests. The shipping documentation shall contain this contract number and the Item identification. The characteristics that the first article must meet and the testing requirements are specified in section C, while blue prints and one picture are attached in section J.

(b) Within 5 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor--

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

(j) The Contractor shall produce both the first article and the production quantity at the same facility.

I.4 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO  
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL  
ITEMS (MAY 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755).
- (2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

## I.4 (Continued)

- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).  
(ii) Alternate I to 52.219-5  
(iii) Alternate II to 52.219-5
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).  
(ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- (12) 52.222-26, Equal Opportunity (E.O. 11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era. (38 U.S.C. 4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).
- (16) 52.222-19, Child Labor -- Cooperation with Authorities and Remedies (E.O. 13126).
- (17) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).  
(ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (18) 52.225-1, Buy American Act--Balance of Payments Program--Supplies (41 U.S.C. 10a-10d).
- (19) (i) 52.225-3, Buy American Act--North American Trade Agreement--Israeli Trade Act--Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).



## I.4 (Continued)

- (ii) Alternate I of 52.225-3.
- (iii) Alternate II of 52.225-3.
- (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).
- (23) 52.225-16, Sanctioned European Union Country Services (E.O. 12849).
- (24) 52.232-33, Payment by Electronic Funds Transfer-- Central Contractor Registration (31 U.S.C. 3332).
- (25) 52.232-34, Payment by Electronic Funds Transfer-- Other than Central Contractor Registration (31 U.S.C. 3332).
- (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).
- (28) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).
- (ii) Alternate I of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:
  - (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et seq.).
  - (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
  - (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor

## I.4 (Continued)

Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

- (d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.
- (1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.
  - (2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.
  - (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- (e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--
- (1) 52.222-26, Equal Opportunity (E.O. 11246);
  - (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212);
  - (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
  - (4) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996); and
  - (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

## PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

## SECTION J - LIST OF ATTACHMENTS

## J.1 LIST OF ATTACHMENTS

| ATTACHMENT<br>NO. | TITLE                                    | NO OF<br>PAGES |
|-------------------|--|----------------|
| 1                 | Cutout Rack - Blue Print                 | 2              |
| 2                 | Cutout Rack - Picture                    | 1              |
| 3                 | SF LLL Disclosure of Lobbying Activities | 2              |

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND  
OTHER STATEMENTS OF OFFERORS

|           |   |          |
|-----------|---|----------|
| 52.203-2  | CERTIFICATE OF INDEPENDENT PRICE<br>DETERMINATION   | APR 1985 |
| 52.203-11 | CERTIFICATION AND DISCLOSURE<br>REGARDING PAYMENTS TO INFLUENCE<br>CERTAIN FEDERAL TRANSACTIONS | APR 1991 |

K.1 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS  
(JAN 2001) [This date stayed indefinitely. Please use  
the provision date below.]  
52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS  
(APR 2001)

(a) (1) The Offeror certifies, to the best of its knowledge and  
belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are [ ] are not [ ] presently debarred,  
suspended, proposed for debarment, or declared  
ineligible for the award of contracts by any  
Federal agency;

(B) Have [ ] have not [ ], within a three-year  
period preceding this offer, been convicted of  
or had a civil judgment rendered against them  
for: commission of fraud or a criminal  
offense in connection with obtaining,  
attempting to obtain, or performing a public  
(Federal, state, or local) contract or  
subcontract; violation of Federal or state  
antitrust statutes relating to the submission  
of offers; or commission of embezzlement,  
theft, forgery, bribery, falsification or  
destruction of records, making false  
statements, tax evasion, or receiving stolen  
property; [This language stayed  
indefinitely. Please use paragraph  
(a)(1)(i)(D) below.]

(C) Are [ ] are not [ ] presently indicted for, or  
otherwise criminally or civilly charged by a  
governmental entity with, commission of any of  
the offenses enumerated in paragraph  
(a)(1)(i)(B) of this provision; and [This  
language stayed indefinitely. Please use  
paragraph (a)(1)(i)(E) below.]

(D) Have [ ] Have not [ ], within a three-year

## K.1 (Continued)

period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- (E) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.
  - (ii) (A) [This paragraph (a)(1)(ii) is stayed indefinitely.] The Offeror, aside from the offenses enumerated in paragraphs (a)(1)(i)(A), (B), and (C) of this provision, has [ ] has not [ ] within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--
    - (1) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
    - (2) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
    - (3) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
  - (B) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and
  - (iii) The Offeror has [ ] has not [ ], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification,

## K.1 (Continued)

means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non responsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.2 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (JAN 2001) [This date stayed indefinitely.  
Please use provision date below.]  
52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--  
COMMERCIAL ITEMS (MAY 2001)

- (a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size

## K.2 (Continued)

standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business Concern--

## K.2 (Continued)

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

- (b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)
- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
  - (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
  - (3) Taxpayer Identification Number (TIN).  
  
☐ TIN: \_\_\_\_\_.  
  
☐ TIN has been applied for.  
  
☐ TIN is not required because:  
  
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;  
  
☐ Offeror is an agency or instrumentality of a foreign government;



## K.2 (Continued)

☐ Offeror is an agency or instrumentality of the Federal Government.

## (4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

## (5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

## K.2 (Continued)

- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is, [ ] is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it [ ] is a women-owned business concern.
- (7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

- 
- (8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it [ ] is, [ ] is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12

## K.2 (Continued)

months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees      Average Annual Gross Revenues

|                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less       |
| <input type="checkbox"/> 51-100      | <input type="checkbox"/> \$1,000,001-\$2 million   |
| <input type="checkbox"/> 101-250     | <input type="checkbox"/> \$2,000,001-\$3.5 million |
| <input type="checkbox"/> 251-500     | <input type="checkbox"/> \$3,500,001-\$5 million   |
| <input type="checkbox"/> 501-750     | <input type="checkbox"/> \$5,000,001-\$10 million  |
| <input type="checkbox"/> 751-1,000   | <input type="checkbox"/> \$10,000,001-\$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million         |

- (9) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]

(i) General. The offeror represents that either--

- (A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or
- (B) It ☐ has, ☐ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart

## K.2 (Continued)

B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

- (ii) ☐ Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:\_\_\_\_\_.]

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous contracts and compliance. The offeror represents that--

- (i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and
- (ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

- (i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or
- (ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of

## K.2 (Continued)

any resultant contract.

- (f) Buy American Act--Balance of Payments Program Certificate.  
(Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Balance of Payments Program--Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

- (2) Foreign End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|--------------|-------------------|
| _____        | _____             |
| _____        | _____             |
| _____        | _____             |

(List as necessary)

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (g) (1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act-- Balance of Payments Program" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade

## K.2 (Continued)

Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|--------------|-------------------|
| _____        | _____             |
| _____        | _____             |
| _____        | _____             |

(List as necessary)

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

| LINE ITEM NO | COUNTRY OF ORIGIN |
|--------------|-------------------|
| _____        | _____             |
| _____        | _____             |
| _____        | _____             |

(List as necessary)

- (iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

- (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate I (Feb 2000). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

## K.2 (Continued)

## Canadian End Products:

LINE ITEM NO

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(List as necessary)

- (3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act--Balance of Payments Program Certificate, Alternate II (Feb 2000). If Alternate II to the clause FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

- (g) (1) (ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

## Canadian or Israeli End Products:

LINE ITEM NO

COUNTRY OF ORIGIN

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(List as necessary)

- (4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

- (ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

## Other End Products:

LINE ITEM NO

COUNTRY OF ORIGIN

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(List as necessary)

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Section K

K.2 (Continued)

- (iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.
- (h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that--
  - (1) The offeror and/or any of its principals [ ] are, [ ] are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
  - (2) [ ] Have, [ ] have not, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
  - (3) [ ] Are, [ ] are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses; and
  - (4) (i) The offeror, aside from the offenses enumerated in paragraphs (1), (2), and (3) of this paragraph (h), [ ] has [ ] has not within the past three years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws--
    - (A) Been convicted of a Federal or state felony (or has any Federal or state felony indictments currently pending against them); or



## K.2 (Continued)

(B) Had a Federal court judgment in a civil case brought by the United States rendered against them; or

(C) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.

(ii) If the offeror has responded affirmatively, the offeror shall provide additional information requested by the Contracting Officer. [This language stayed indefinitely. Please use paragraph (i) below.]

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

## K.3 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [ ] intends, [ ] does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

|  |  |
|--|--|
| Place of Performance (Street<br>Address, City, State, County,<br>Zip Code) | Name and Address of Owner and<br>Operator of the Plant or<br>Facility if Other than<br>Offeror or Respondent |
| _____  | _____  |
| _____  | _____  |
| _____  | _____  |

K.4 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS  
(MAY 2001)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is .
- (2) The small business size standard is
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations.
- (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
- (2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

## K.4 (Continued)

- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business Concern--

## K.4 (Continued)

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

## (d) Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--
  - (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.5 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS  
(FEB 1999)

The offeror represents that--

- (a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It [ ] has, [ ] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

## K.6 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

## K.6 (Continued)

- (a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.7 52.225-4 BUY AMERICAN ACT--NORTH AMERICAN FREE  
TRADE AGREEMENT--ISRAELI TRADE ACT--BALANCE OF  
PAYMENTS PROGRAM CERTIFICATE (FEB 2000)

- (a) The offeror certifies that each end product, except those listed in paragraph (b) or (c) of this provision, is a domestic end product (as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program") and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.
- (b) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program":

NAFTA Country or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

(List as necessary)

- (c) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (b) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act--Balance of Payments Program." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |

K.7 (Continued)

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

(List as necessary)

- (d) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

K.8 AGAR 452.222-70 COMPLIANCE WITH VETERANS EMPLOYMENT  
REPORTING REQUIREMENTS (JAN 1999) (DEVIATION)(USDA)

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212 (d)(i.e., the VETS-100 report required by FAR clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has [ ], has not[ ], submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An offeror who checks "has not" may not be awarded a contract until the required report is filed.

SECTION L - INSTRUCTIONS, CONDITIONS, AND  
NOTICES TO OFFERORS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED  
BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov/far

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)  
PROVISIONS

| NUMBER    | TITLE   | DATE     |
|-----------|---|----------|
| 52.204-6  | DATA UNIVERSAL NUMBERING SYSTEM<br>(DUNS) NUMBER      | JUN 1999 |
| 52.212-1  | INSTRUCTIONS TO OFFERORS--<br>COMMERCIAL ITEMS        | OCT 2000 |
| 52.214-34 | SUBMISSION OF OFFERS IN THE<br>ENGLISH LANGUAGE       | APR 1991 |
| 52.214-35 | SUBMISSION OF OFFERS IN U.S.<br>CURRENCY              | APR 1991 |
| 52.215-1  | INSTRUCTIONS TO OFFERORS--<br>COMPETITIVE ACQUISITION | MAY 2001 |

L.2 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

## L.3 (Continued)

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## L.4 AGAR 452.204-70 INQUIRIES (FEB 1988)

Inquiries and all correspondence concerning this solicitation should be submitted in writing to the Contracting Officer. Offerors should contact only the Contracting Officer issuing the solicitation about any aspect of this requirement prior to contract award.

## L.5 AGAR 452.215-72 AMENDMENTS TO PROPOSALS (FEB 1988)

Any changes to a proposal made by the offeror after its initial submittal shall be accomplished by replacement pages. Changes from the original page shall be indicated on the outside margin by vertical lines adjacent to the change. The offeror shall include the date of the amendment on the lower right corner of the changed pages.

## L.6 AGAR 452.219-70 SIZE STANDARD AND NAICS CODE INFORMATION (NOV 1996) (AGAR DEVIATION)

The North American Industrial Classification System (NAIC) Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

|                        |               |
|------------------------|---------------|
| Contract line item(s): | 2             |
| -- NAICS Code          | 339111        |
| -- Size Standard       | 500 Employees |



SECTION M - EVALUATION FACTORS FOR AWARD

52.212-2 Evaluation--Commercial Items

- (a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation requirements and represents the best value to the Government.